

16-11767

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Western District of Washington
at Seattle

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JAN - 7 2019

MARK L. HATCHER, CLERK
OF THE BANKRUPTCY COURT

December 31, 2018 AD
City of Bellevue

Judge Christopher Alston AND
Court clerk Mark L. Hatcher
Western Washington Bankruptcy Court
700 Stewart St
Room 6301
Seattle, WA 98101

Gregory M. Garvin
Gary W. Dyer
Office of The United States Trustee
700 Stewart Street
Suite 5103
Seattle, WA 98101

RE: Northwest Territorial Mint LLC, Chapter 11 Court Ordered Sanctions granted to
Creditor/Indian JEFFREY M MCMEEL.

RE: PETITION FOR WRIT OF PRAECIPE.

AGREEMENT TO RECEIVE FEDERAL RESERVE NOTES FOR COURT ORDERED
SANCTIONS IN VIOLATION OF U.S. Const. Article I, § 10.

Dear Bankruptcy Administrators and federal employees,

1.1 This Creditor/Indian is seeking a Writ of Praeclipe from the Clerk of the above titled court to provide assurance of lawful authority to act in a manner perceived by Creditor to be criminal in nature. Creditor offers this agreement as a measure to absolve him of complicity in any such conduct if indeed it is unlawful and followed through with by the Clerk of this Court. This is not a pleading specific to any

particular action, but rather pertains to each action in this Court over which Creditor is believed to be delinquent in his payment of court ordered sanctions imposed thereunder.

1.2 The Court has demanded from the Creditor that he render “\$” and “dollars”. However, the street/bank currency used by the people of the United States are Federal Reserve Notes (hereinafter “FRNs”). The Court did not demand lawful gold and silver coin to be tendered for payment of the sanctions. This Creditor made a mistake and gave the court clerk one FRN and was given a receipt for this street bank note. Therefore it appears that the court demands FRNs as payment. It is this demand for something other than gold or silver as payment that concerns the Creditor, and for the following reasons he requires the Clerk of this Court to provide reasonable assurance that the Creditor would not be participating in any conduct deemed to be violative of any governing provisions of law. “The Constitution of the United States is the supreme law of the land.” Washington state Constitution Article I, § 2. “No state shall . . . make any thing but gold and silver coin a tender in payment of debts.” United States Constitution, Article I, § 10.

1.3 With the full understanding that this provision of the U.S. Constitution has never been repealed or amended in any way, Creditor sees any willingness on the part of this Court to accept FRNs in lieu of gold and silver to be violative of “supreme law.”

“ . . . Section 10, article 1, U.S. constitution, prohibits the states from making anything but gold and silver coin a tender in payment of debts. U.S. Constitution, amendment 10, provides that: “The powers not delegated to the United States by the constitution, nor prohibited by it to the states are reserved to the states respectively, or to the people. . . . (a) The act providing that debts shall be payable in legal tender of the United States, notwithstanding any provision in the contract, of course is not subject to construction. The only remaining question of a public nature is the validity of the act of the last legislature providing that all contracts may be satisfied in lawful money of the United States, regardless of their terms. . . . The power of the state to declare a legal tender is limited to gold and silver coin. All “lawful money” of the United States is not a legal tender for private obligations by the laws of the United States; but under the grant of power to coin money and regulate the value thereof the federal supreme court has, I think, decided that the question relating to final payment in private contracts is one of exclusively of federal jurisdiction and vested in congress. The legal tender and gold contract decisions, taken in connection with the recent case of *Woodruff v. State of Mississippi*, 162 U.S. 291, 16 S.Ct. 820, are controlling here.”¹

¹See *Dennis v. Moses*, 18 Wash. 537, 548-550, 555, 600, 601 (1898). See also *Foquet v. Hoadley*, 3 Conn. 534, 536 (“Money” does not include treasury notes.”); *Block v. State*, 41 Tex. 620, 622 (“In legal acceptation, “money” means current metallic coins; therefore an indictment for embezzling “money” is not sustainable by proof of embezzling greenbacks or national currency notes.”); *Dowdle v. Corpener*, 32 N.C. 58, 60 (“The term “money” does not include bank notes. They pass as cash, and constitute a part of the circulating medium, and for many purposes are to be considered as money; but, in the strict sense of the term, they are not included

therein."); *Johnson v. State*, 11 Ohio St. 324, 325 ("Money," as used in Crimes Act, section 13, providing that any person stealing any money, the property of another, shall be guilty of larceny, cannot be construed to include bank bills, for strictly bank bills are not money, though for many purposes they are treated as such."); *Hale v. State*, 8 Tex. 171, 172 ("The term "money" does not include bank notes. Hence an indictment under a statute making it an offense to play at games, etc., for money—the indictment charging that the defendant played at a game of faro for money—cannot be sustained by proof that bank notes were bet, nor would such an indictment be sustained by proof that property was bet."); *Williams v. State*, 20 Miss. (12 Smedes & M.) 58, 63 ("Money" as used in an indictment charging the betting of money, does not include United States treasury notes, such notes not being money in the legal acceptation."); *Turner v. State*, 1 Ohio St. 422, 426 ("The term "money," in the statute defining robbery as taking from the person of another any money or personal property of any value whatsoever, with force and by violence, and with intent to steal or rob, does not include bank notes."); *Filgo v. Penny*, 6 N.C. 182, 183 ("The term "money" does not include a bank note. Such a note does not differ in its nature from any other promissory note payable to bearer."); *State v. Hoke*, 84 Ind. 137, 139 (citing *Boyd v. Olvey*, 82 Ind. 294; *Hamilton v. State*, 60 Ind. 193, 28 Am. Rep. 653) ("It is not accurate to call currency in the shape of bills or notes "money", for in the true sense they are not "money."); *Judah v. Harris*, (N.Y.) 19 Johns. 144, 145 ("The word "money" may be extended to bank notes, when they are known and approved of, and used in the market as cash."); ("The term "money" or "moneys," where-ever used in the chapter relating to the revenue, shall be held to mean gold, silver, or other coin, other currency, used in barter and trade as money.").

1.4 This requirement that states deal only in gold and silver is designed to prevent the nation's money system from losing its intrinsic value to become rather a money supply the value of which is determined solely by the credit of a national bank. These Federal Reserve Publications do much to explain the process of money creation sought to be averted by the Framers who have so constrained the states.

Modern Money Mechanics:

Page 3, Second Column, Paragraph 1: "Who Creates Money? . . . The actual process of money creation takes place primarily in banks . . . checkable liabilities of banks are money. These liabilities are customers' accounts. They increase when customers deposit currency and checks and when the proceeds of loans made by the banks are credited to borrowers' accounts . . . Then, bankers discovered that they could make loans merely by giving their promises to pay, or bank notes, to borrowers. In this way, banks began to create money. Transaction deposits are the modern counterpart of bank notes."

1.5 Here, no lawful authority or legislative grant, no U.S. Constitutional provision, is cited as the authority for persons such as a bank to create U.S. dollars, currency, coins, legal tender, money, or other reasonable facsimile. Here, it is disclosed that this blood from a turnip artifice is a scheme conceived and implemented by "bankers." Not banks, but bankers; individuals are bankers, banks are not. We have here a cash creation scheme born of the conniving of individuals who seek only personal gain, but who lack the lawful authority to commit such an act against the economy of the nation that allows them to do business with Americans; Modern Money Mechanics continues:

Page 7, Example 3, Expansion- Stage 1: "Expansion takes place only if the banks that hold these excess reserves increase their loans or

investments. Loans are made by crediting the borrower's deposit account, i.e., by creating additional deposit money." "Stage 7: Expansion continues as the banks that have excess reserves increase their loans by that amount, crediting borrowers' deposit accounts in the process, thus creating still more money."

1.6 Again, expansion (of the supply of U.S. dollars) takes place only when the bankers use their banks to create "additional deposit money" and "still more money." Individual business owners, scheming to use their businesses to create American dollars, and involving Americans in their activities, in their scheme of "creating still more money"; this is not a conclusion drawn from isolated commentary. Another publication from the Federal Reserve Corporation states in pertinent part:

Points of Interest: Page 6-7, Paragraphs 7-10:

"Banks and Deposit Creation.- Depository institutions, which for simplicity we will call banks, are different from other financial institutions because they offer checking accounts and make loans by lending checkbook deposits. The deposit creation activity, essentially creating money, affects interest rates because these deposits are part of savings, the source of the supply of credit. Banks create deposits by making loans. Rather than handing cash to borrowers, banks simply increase balances in borrowers' checking accounts. Borrowers can then draw checks to pay for goods and services. This creation of checking accounts through loans is just as much a deposit as one we might make by pushing a ten-dollar bill through the teller's window. With all of the nation's banks able to increase the supply of credit in this fashion, credit could conceivably expand without limit. . . . When banks create checkbook deposits, they create money as well as credit since these deposits are part of the money supply."

1.7 In only more stark affirmation of the comments from the prior publication, we are further enlightened by this clarification, this simplification of that for which none were needed, which says that the loans of credit are tantamount to a \$10 bill, that "creating money, affects interest rates because these deposits are part of savings, the source of the supply of credit" and that "they create money [and] these deposits are part of the money supply." Another publication from the Federal Reserve Corporation says in pertinent part:

Two Faces of Debt: Page 19, Paragraphs 3-5: "But a depositor's balance also rises when the depository institution extends credit-either by granting a loan to or buying securities from the depositor. In exchange for the note or security, the lending or investing institution credits the depositor's account or gives a check that can be deposited at yet another depository institution. In this case, no one else loses a deposit. The total of

currency and checkable deposits—the money supply—is increased. New money has been brought into existence by expansion of depository institution credit. Such newly created funds are in addition to funds that all financial institutions provide in their operations as intermediaries between savers and users of savings.”²

² Contact: Federal Reserve Bank of Chicago, Public Information Center, P.O. Box 834, Chicago, IL 60690-0834, phone #312-322-5111.

1.8 No leap in logic is found in concluding that, by demanding Bank Notes instead of gold and silver as payment, the Court will be involving the Creditor in a scheme to create U.S. “dollars” out of thin air using an artifice of individual and original design, one which is patently un-Constitutional. U.S. Constitution, Article I, § 8. The Congress shall have power to . . . coin money, regulate the value thereof, and of foreign coin, and fix the standard of weights and measures; To provide for the punishment of counterfeiting the securities and current Coin of the United States . . .

1.9 While the Founding Fathers provided that Congress shall have authority over the creation of money, and the regulation of the value thereof, and that states must accept only gold and silver as payment , the Court has seen fit to employ a device calculated to indulge those who create money of individual right, an activity directly responsible for Congress’ lack of control over the value of money; inflation. Congress has gone to great lengths to protect this authority from usurpation or tampering.

1.10 Creditor has received instruction from his U.S. and state Constitutions that says he must not transfer to the Court as a payment of sanctions any such FRNs, uttered bank notes, as requested/demanded under judgment. Since these supreme authorities clearly and strictly prohibit this Court from accepting FRNs instead of gold and silver, Creditor must be assured that he is not aiding his servants in the commission of certain crimes by paying that which violates supreme law. If this Court authority to accept something other than gold and silver cannot be identified, FRNs can be said to be property to which the Court is not entitled.

1.11 If this Court authority to accept something other than gold and silver cannot be identified, a demand by this Court for FRNs can be said to be an unauthorized act to obtain property of another.

1.12 With total indifference and wholly without regard for the situation and obligations of the Creditor, this Court has seen fit to punish a homeless senior with more hardship after losing nearly his entire savings to a thief in disguise as a mint business! Jesus Christ identified an extortion racket. Luke 11:46 “And He said, “Woe to you also, lawyers! For you load men with burdens hard to bear, and you yourselves do not touch the burdens with one of your fingers.” The Bible.

1.13 To the Creditor, this Court's demand for something other than gold and silver as payment of sanctions has all the trappings of "extortion".

1.14 Creditor is understandably concerned over becoming unwittingly involved in conduct which is overtly criminal in nature, and expressly prohibited by the Creditor's Constitutions. Prior to any remittance of other forfeiture, pains, penalties, or sanctions, to this Court in the form of FRNs, Creditor requires that the Judge/Clerk/US Trustee make the following affirmations.

II RELIEF SOUGHT

2.1 Creditor understandably requires assurances of the Court's lawful authority to act in the ways brought into question, supra. If this Court has the authority to accept FRNs rather than gold and silver, surely it can cite to it. "[I]t was the judiciary's duty "to say what the law is." Marbury v. Madison, 1 Cranch. 137, 177, 2 L.Ed. 60 (1803) (Marshal, C.J.)."³

³ See U.S. v. Lopez, 115 S.Ct. 1624, 1633, 511 U.S. ____ (1995).

Where is the authority to accept anything but gold and silver? When such is restrained from open discussion and disclosure, the only alternative gains only credibility in the eyes of the Creditor. Please provide notice that these demands are no longer outstanding in the eyes of the Court, or provide proof of authority to accept FRNs instead of gold and silver as required under controlling Constitutional provisions.

2.2 This Court's refusal to prove its authority to accept FRNs instead of gold and silver and to command the Creditor to pay in FRNs gives the Creditor just cause to believe that the payment of FRNs for court ordered sanctions would be his involvement in official misconduct; Creditor must abstain. Such refusal shall also constitute refusal of FRNs as payment thus discharging all outstanding debts.

Creditor's concerns are found in these seemingly essential admissions on the part of the Court:

1. I, _____, am Judge/Clerk/US Trustee of this Court, and I am authorized by RCW/USC § _____ to ignore U.S. Constitution, Article I, § 10 and its prohibition against this Court accepting anything but gold and silver as payment of sanctions.

2. As Judge/Clerk/US Trustee of this Court, I am not engaging in official misconduct when I accept something other than gold and silver as payment of bail.

3. As Judge/Clerk/US Trustee of this Court, I can ignore U.S. Constitution, Article I, § 10 and its prohibition regarding state's accepting something other than gold and silver as legal tender because this provision _____ repealed/suspended/amended that provision of the U.S. Constitution.

4. The U.S. Constitution is the supreme law of the land only as it pertains to the individual and not as it pertains to government and the execution of my duties as Judge/Clerk/US Trustee of this Court.

5. By accepting payment for sanctions in something other than gold and silver, I am not in violation of U.S. Constitution Article I, § 10, and I am not involving the Creditor in misconduct of any sort.

2.3 If the Court is unable to satisfy this Writ of Praeclipe by providing the requested assurances under the affirmations above, please notify the Court book keeper the sanctions ordered against the Creditor JEFFREY M MCMEEL have been discharged in bankruptcy. The account balance of JEFFREY M MCMEEL shall reflect the same balance as the Bureau of The Fiscal Services, Department of the Treasury.

Dated: December 31, 2018 AP

FOR Jeffrey M. McMeel JEFFREY M MCMEEL,
Grantee/beneficiary/Creditor